

ADDENDUM NO. 02

Baggage Screening Improvements – Phase 2C
[Checked Baggage Inspection System]

PROJECT NO. A044-09002-03

OFFICIAL NOTICE NO. 6689

GENERAL MITCHELL INTERNATIONAL AIRPORT
Milwaukee County, Wisconsin

Prepared By: MILWAUKEE COUNTY DEPARTMENT OF
ADMINISTRATIVE SERVICES
Airport Engineers - Telephone 414-747-5320
5300 South Howell Avenue
Milwaukee, Wisconsin 53207

DATE OF ADDENDUM: February 10, 2012

BIDS CLOSE: 2:00 P.M., WEDNESDAY, February 15, 2012

TO ALL BIDDERS:

Each bidder shall read this Addendum in its entirety to determine to what extent his proposal and the contract conditions will be affected. This Addendum to the Contract Documents is issued to modify, explain, or correct the original documents and is hereby made part of the Contract Documents.

RECEIPT - Sign the following receipt and attach to submitted Proposal Form.

Receipt of Addendum No. 02, consisting of six (6) pages, for **Baggage Screening Improvements – Phase 2C**, [Checked Baggage Inspection System], Official Notice No. 6689, at General Mitchell International Airport, Milwaukee, Wisconsin, dated January 18, 2012 is acknowledged.

Date _____

Firm _____

Per _____

Address _____

CHANGES

SPECIFICATIONS

BOOK 1 of 2

Item 5, Bid Schedule, Page 1 of 2 of the BID SCHEDULE, **ADD:**

“9 Spare Parts Allowance 1 LS \$ 480,000.00”

Item 5, Bid Schedule, Page 2 of 2, **DELETE:**

“4. Mechanical

a. Contractor: _____

b. Cost: _____

c. Mark-Up %: _____”

BOOK 2 of 2

Book 2, DIVISION 34 – TRANSPORTATION 34 77 16.19, page 17, Section 1.08 SPARE PARTS, A.1: **DELETE:**

“The CONTRACTOR shall include in their price as a separate line item, an allowance of 6% of the total equipment costs towards the purchase of an initial spare parts complement.”

Book 2, DIVISION 34 – TRANSPORTATION 34 77 16.19, page 19, Section 1.10 WARRANTIES, A. General Warranty Terms, Item 4: **ADD** “The CONTRACTOR shall warrant relocated (non refurbished) BHS equipment for 1 year for defective labor related the relocation only.” to Item 4.

DRAWINGS

SHEET BM110: **ADD** to Key Note 1: “NoTrax Floor mat (Saddle Trax), Anti-Fatigue, Black/Yellow, 1” Thick, 3’x5’, Mfr. Model 979S0035YBRS or Approved Equal”

CLARIFICATIONS

Project Manual Book 1 of 2

Q: Addendum 1 states, “On-site parking will be provided for contractors.” Please specify the distance from the worksite.

A: Contractor parking will be made available in the airport employee parking lot. The distance from the lot to the project site is +/- 1,000 feet. Shuttles are available for transportation from the parking lot to the airport.

Q: Please clarify the cost breakdown of item 1 and 4, under proposed subcontractors. ‘Mechanical’ is listed twice. (Bid Schedule Page 1 of 2 and 2 of 2).

A: See the revision in this Addendum.

Q: This is a request clarification on the tax requirements for the project. The contract documents state

that taxes are to be included. According to Wisconsin tax requirements everything is taxable in WI for Tangible Personal Property, however, if it is considered Real Property, the contractor would have to pay taxes on material purchases, not charge the customer tax for the material, but, charge tax on everything else. Please confirm how the owner is going to classify the project and confirm what portion of the project is taxable. Also if everything is to be taxed I assume that the tax will be included in each price breakout and not listed separately in the bid schedule?

A: The entire project will be taxable. The tax should be included in each price breakout and NOT listed separately.

Q: Special Provisions: Liquidated Damages: Please revise language to define that liquidated damages apply 378 calendar days after October 15, 2012, which is the BHS ready for install start date.

A: Liquidated damages will be assessed for each day the contractor performs work after the three hundred and seventy eight day substantial completion requirement. The 378 days does not begin at contract award. It begins when the baggage handling addition construction is substantially complete and the baggage handling installation can begin. The anticipated start date for the 378 days is October 15, 2012.

Q: Buy American Certificate: Offerors may obtain from the Airport Engineer lists of articles, materials, and supplies excepted from this provision. Please provide list. Most electrical/controls devices listed in 347716 will not be American made and should be on the Airport Engineer's list.

A: If you are unable to comply with this requirement please submit your list of article, materials & supplies for review. If it is determined to be necessary an addendum will be issued.

Q: According to Addendum 1, please confirm the controls companies will be required to comply with the minimum qualification requirements stated in the Special Provisions. This includes (10) years in the baggage handling industry, (5) years experience with the integration of EDS equipment furnished by TSA, (3) projects that included L3 3DX 6000/6600 series and (5) years experience with the distributed controls and architecture using DeviceNet and ControlNet.

A: Controls companies are required to have (5) years experience in distributed power and distributed PLC programming, controls, re-control and integration using intelligent sensing and reporting devices on an open systems architecture distributive I/O network using DeviceNet and ControlNet, or similar architecture. In addition the Controls Systems Engineer must have recent experience in positive bag tracking using shaft encoders and photoeyes through the conveying system and devices including vertical sorters, merges, diverters along with dynamic bag spacing windows. Provide a project list reflecting this minimum qualification, with current contact names and telephone numbers.

Q: Bid Form: Please state Employer's File Number under the Employment Insurance Laws of the State of Wisconsin. Please confirm the origin of this number. Can this be provided by the County Clerk's office?

A: Each bidder is responsible for the Employer's File Number. The employer's lawyer and/or insurance carrier should be consulted.

Q: Is it required to have a dedicated full time quality control program administrator on site or will a field supervisor/quality control manager (single person) be sufficient?

A: A field supervisor/quality control manager (single person) would be acceptable.

Q: O&M - Is prevailing wage required for the O&M maintenance staff?

A: Yes

Q: O&M - Is there any small business or minority requirements regarding O&M staffing?

A: Yes, there are DBE requirements.

Q: Substitution request - Request to allow A-B Ethernet based ArmorStart Bulletin 284E for MKE. Please find the catalogue cut sheet for this product attached.

A: Please bid the specification as is. Requests for substitution will be considered with the successful bidder.

Q: Consequential damages. Given the undefined nature and difficulty in insuring against an uncapped liability, would the County agree to a waiver or cap of consequential and indirect damages, including lost profit, loss of revenue, and loss of use?

A: No.

Q: Limitation of warranty. In section 1.10(C) of the technical specification, the contract documents say that the contractor's warranty liability is limited to repairing or replacing defective or nonperforming parts at no cost to the airport. However, there is no such express limitation in section 70-15 of the General Provisions. Will the BHSC's obligations for all warranty claims be limited to repair and replace in section 7-15 like in the technical specification?

A: Please use Section 1.10.C of BHS technical specification for definition of warranty limitations.

Q: Indemnification – Negligence? Do the contractual indemnifications obligations for personal injury and property damages apply if the Contractor has not been negligent, at fault or guilty of willful misconduct?

A: This question will not be able to be answered at this time. An answer won't be available prior to this bid.

Q: The Contract Documents allow liability for consequential damages, which exceeds the reasonable risk for any responsible business and is contrary to the mutual interest in cooperative issue resolution. All standard construction contracts (AIA, ConsensusDocs, EJCDC, etc) provide express, mutual waivers of consequential damages. Please confirm that the Contract Documents will be amended to provide a mutual waiver of consequential damages. "Except for damages mutually agreed upon by the Parties as liquidated damages and excluding losses covered by insurance specifically required by the Contract Documents, the Owner and the Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement."

A: All general provisions are to remain unchanged.

Q: Reference General Provisions 14g – Section 80-07, page 3/5. The contract states that if the Owner delays the Contractor in execution of the Work, then the Contractor's only remedy is extension of time. This does not account for the financial impact to the contractor and additional value to the Owner in terms of Contractor's supervision, site resources, etc. Please confirm that the Contract Documents will be modified to provide a reasonable equitable adjustment in contract sum for delays exceeding at 14-day grace period.

A: All general provisions are to remain unchanged.

Q: It is recommended that liquidated damages provisions contain a cap of potential liability. This assures that all parties will work toward resolution of underlying causes rather than allowing

A: All general provisions are to remain unchanged.

Q: Reference Specifications 34 77 16.19-19, Sec. 1.10.A. The BHS Contractor is required to “warrant existing relocated/reused and refurbished BHS equipment for 1 year against defective parts and labor.” Especially as to equipment which is only relocated, the BHS contractor can have no responsibility for the equipment itself as contractor did not provide or refurbish the equipment. Please confirm that the specification will be revised to provide that the Contractor warrants parts and labor on refurbished equipment, but only labor on relocated/reused equipment.

A: Please see the CHANGE in the above section.

Project Manual Book 2 of 2

Q: Please confirm where the 6% spare parts allowance is to be shown in the bid schedule? The contract states: Book 2, page 34 77 16.19-17 section 1.08.A.1 “The contractor shall include in their price as a separate line item, an allowance of 6% of the total equipment costs toward the purchase of an initial spare parts complement.

A: This section will be deleted and replaced with the addition of the spare parts allowance in the Bid Schedule.

BHS Drawings

Q: Please clarify that the supply of the vacuum-assisted baggage lifts (Vaculex) are part of the Baggage contractor’s scope of work.

A: Providing the vacuum-assisted lifts (Vaculex) is part of the BHS Contractor’s scope of work.

Q: On BM-100, under MAKE UP AREA – EXISTING STRUCTURE, it states, “Zone A – BHS contractor to support the conveyor from new or existing W16 x 77’s. See sheet S201B of structural package for locations of new W16 x 77’s.” Please provide structural package and/or sheet S201B.

A: Sheet S201B from the Phase 2B package is attached to this addendum for reference.

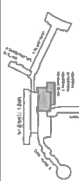
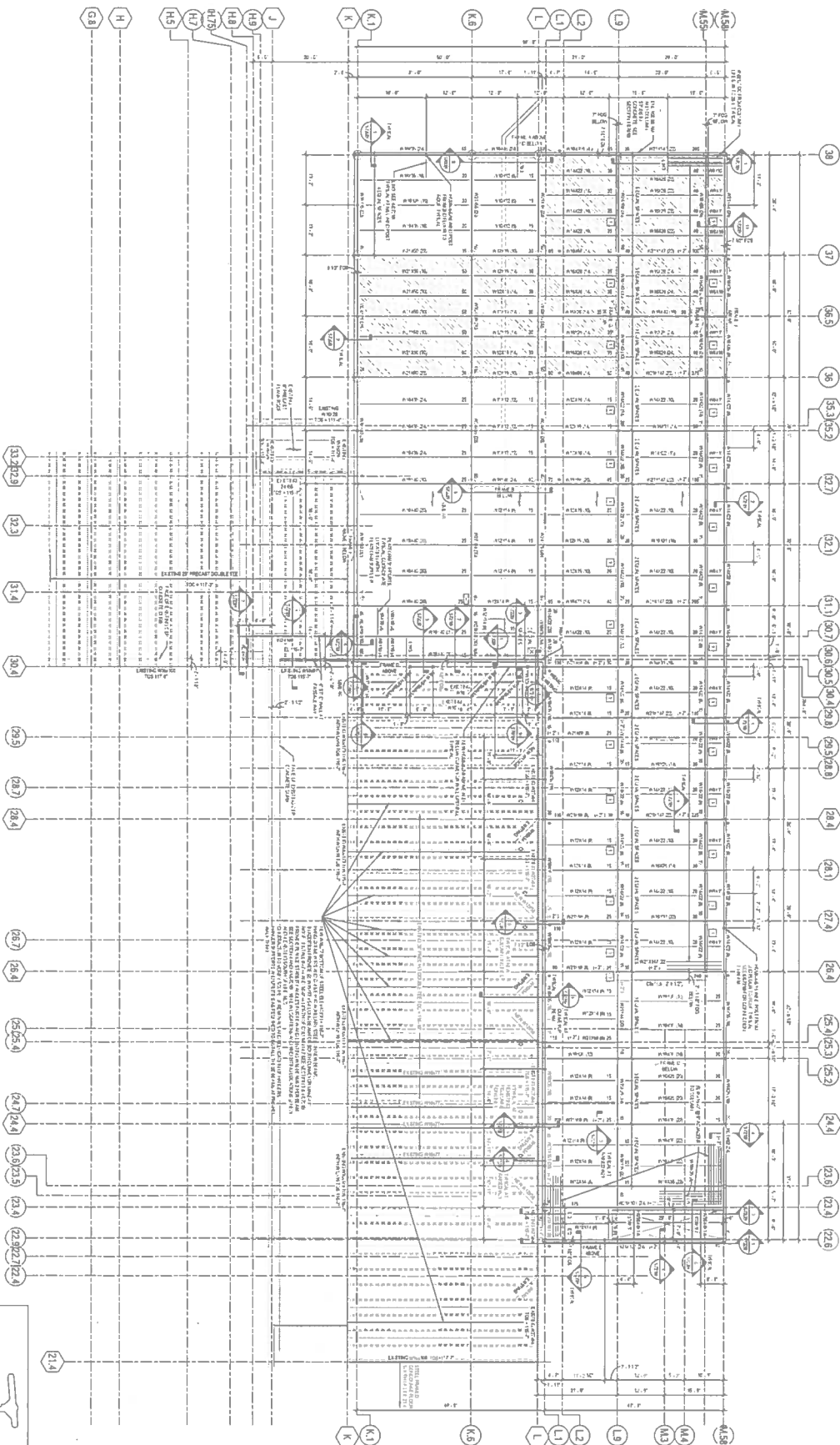
Q: BM-110 states to provide stress mats. Please provide more technical details regarding stress mats.

A: The stress mat referenced on BM-110 shall be; NoTrax Floor mat (Saddle Trax), Anti-Fatigue, Black/Yellow, 1” Thick, 3’x5’, Mfr. Model 979S0035YBRS or Approved Equal, see revision to Key Note 1 in this addendum.

Q: BM-123A states “BHS contractor to protect CBRA flooring during conveyor construction.” What type of flooring will be installed in the CBRA area?

A: The CBRA room is covered with a 100% sheet rubber flooring. 1/8 “ thick. This flooring as well as the matrix room urethane coated concrete should be protected from abuse or mishaps during 2C equipment installation. It will be installed by 2B contractor & punched out when 2C contractor begins their install.

1 SECOND LEVEL FRAMING PLAN

[illegible]

GRĀEF

DATE: 01/18/2012
PROJECT: A044-09002-02
CITY / PROJECT: 2009-0218
ATTN: 290
FROM: JAC, INC.

MILWAUKEE COUNTY DEPARTMENT OF
ADMINISTRATIVE SERVICES
CITY CAMPUS 2711 W. WELLS ST - 2ND FLOOR MILWAUKEE, WI 53208



**GENERAL MITCHELL INTERNATIONAL AIRPORT
BAGGAGE SCREENING IMPROVEMENTS PHASE 2B**
5300 South Howell Avenue Milwaukee, Wisconsin

PARTIAL SECOND LEVEL FRAMING PLAN - NORTH

S201B